

REQUEST FOR PROPOSALS



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DEPARTMENT OF
EDUCATION

Ensuring a bright *future* for every child

Mississippi K-3 Literacy Professional Development Training System Request for Proposals

Office of Elementary Education and Reading

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INTRODUCTION – Mississippi Department of Education Mississippi K-3 Literacy Professional Development Training System

The Literacy-Based Promotion Act was established for students enrolled in Mississippi public schools to achieve grade-level reading by the end of 3rd Grade. The Mississippi Department of Education (MDE) is responsible for providing technical assistance and training of teachers and administrators as may be needed to aid local school districts in administering the provisions of the legislation.

The MDE is procuring a literacy training that will be provided for K-3 teachers and principals, as well as MDE literacy coaches, district/school literacy coaches, pre-service teachers, and higher education faculty beginning in the 2016-2017 school year. Dates for the training have not been determined and facilities have not been secured.

The literacy training must be an existing system that is already developed and will allow for very minimal modification based on the needs of Mississippi.

Modifications of the professional development system will be determined by the MDE after the vendor is selected. Any modification to the already developed system does not give the MDE intellectual property rights to the materials.

The system of professional development must provide educators with the knowledge base to effectively implement any core or supplemental reading program and assist educators in determining why some students struggle with reading, spelling, and writing. The system of professional development must also provide training that direct educators to implement effective reading and spelling instruction supported by scientifically-based research. The system must also foster a direct explicit instructional sequence that provides scaffolding and follows the gradual release of responsibility model. The explicit instruction should provide for new learning, followed by guided practice and independent practice.

The MDE anticipates that the Offeror will provide a cadre of experienced trainers.

The MDE does not plan to use the Training of the Trainer approach. The Offeror will provide a fixed-price (flat rate) per-participant cost. Training cost must include travel expenses for the experienced trainers. Offeror will also provide a fixed-price (flat rate) per-participant cost for materials, to include shipping and handling of materials. Offeror should not include the cost of ancillary training supplies such as chart paper, post-it-notes, markers, highlighters, etc. in the per-participant price. The successful Offeror will not be responsible for providing ancillary training supplies, stipends, meeting facilities, and/or video/audio equipment for training the participants. **Offeror must provide ONE flat rate per-participant cost. Proposals that include more than one per-participant pricing option will be considered non-responsive and disqualified.** Any other pricing models or formats will be deemed nonresponsive and disqualified.

The training system must be a hybrid model of online and face-to-face modules to include no more than 4 days of face-to-face training and at least 40 hours of online training. The Offeror must include a detailed description of the training, the minimum

and maximum number of participants per training session, the number of days per training, and the sequence of the training components. Online training components should include interactive content as well as an assessment of participant knowledge and/or check for understanding.

As a separate cost, the Offeror will submit a proposed plan for follow-up training in an online format such as webinars, video conferences, and/or narrated PowerPoint presentations that can be recorded for later viewing. The follow-up training can be a video, a narrated PowerPoint that is pre-recorded, a live training, or a combination of the three. The follow-up component should include at least 15 hours of content with an assessment of participant knowledge and/or check for understanding. Book studies will not be used for the follow-up training.

Funds for the professional development system have not been appropriated for Fiscal Year 2017 (July 1, 2017 - June 30, 2018). Funding for subsequent years is contingent upon legislative appropriation. The specific schedule of training sessions will be determined by the MDE and will be provided to the successful Offeror. The Offeror will be expected to begin the training tentatively on September 1, 2016. Trainings may be conducted at regional sites, district sites, and/or school sites throughout the state. It is anticipated that approximately \$1,500,000 will be used for literacy training during school year 2016-2017.

REQUEST FOR PROPOSALS – Mississippi Department of Education Mississippi K-3 Literacy Professional Development Training System

The Mississippi Department of Education (MDE) through the Office of Elementary Education and Reading is soliciting competitive written proposals from qualified vendors for a K-3 Literacy Professional Development Training System.

A. REQUEST FOR INFORMATION

Questions concerning the RFP should be sent to:
professionaldevelopment@mdek12.org.

The deadline for submitting written questions by email is March 28, 2016. Copies of all questions submitted and the responses will be posted to MDE's website www.mde.k12.ms.us under the Public Notices section and will be available to the general public on March 31, 2016.

B. DUE DATES FOR PROPOSAL AND TRAINING MATERIALS

Procedures for Delivery of Proposal

One (1) original proposal and five (5) copies, as well as five (5) electronic copies saved to five (5) CDs or USB drives in a "read only" PDF format must be received by 3:30 p.m. Central Time (CT) on April 7, 2016, at the following address based upon the delivery method used.

Procedures for Delivery of Training Materials

Deliver two (2) sets of the training materials in boxes that are clearly labeled. Each box must have the Vendor name and "K-3 Literacy Professional Development Training System Proposed Materials". Also include in each box an inventory list of the training materials. Do not send the training materials in the same box with the proposals. These training materials must be received by 3:30 p.m. Central Time (CT) on April 7, 2016, at the following address based upon the delivery method used.

Hand Deliver to:

Lorraine Wince
Office of Procurement
Mississippi Department of Education
South Pointe Business Park
Main Lobby
500 Clinton Center Drive
Clinton, MS

Mail to:

Lorraine Wince
Office of Procurement
Mississippi Department of Education
Post Office Box 771
Jackson, MS 39205-0771

**Ship to:
(FedEx UPS, etc.)**

Lorraine Wince
Office of Procurement
Mississippi Department of Education
301 North Lamar Street
Jackson, MS 39201
(Loading dock at back of building)

C. RESPONSIBILITY OF THE OFFEROR

- Ensure that the competitive proposals are delivered by the deadline and assumes all risks of delivery.
- At the time of receipt of the proposals, the proposals will be date stamped and recorded.
- Proposals and modifications received in the room after the time designated in the RFP will be considered **late** and will not be accepted or considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions. No late, faxed or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- Proposals that do not include the required CDs or USB flash drives will not be evaluated.
- The proposal transmittal form must be signed by an authorized official to bind the offeror to the proposal provisions and must be included.
- Proposals that do not include the required training materials will not be evaluated.

D. SCOPE OF WORK AND RESPONSIBILITIES

The Mississippi Department of Education is seeking proposals for a K-3 Literacy Professional Development Training System. The Scope of Work and Specifications consists of five (5) numbered sections that describe the specifications that encompass this program. Each numbered requirement must be addressed and fully acknowledged or explained in each Offeror's proposal.

1.0 Vendor Profile

Offerors must include the following: Corporate capabilities of the contractor, its overall capacity and resources required to perform the scope of work, and evidence

of successful experience with large-scale implementations to include any state-wide, district-wide, or school-wide implementations. Offerors must provide evidence of successful outcomes of the existing professional development training system, as well as the framework by which the Offeror will evaluate the success of this work in Mississippi. Additionally, Offerors shall provide a plan to perform the scope of work, a list of key staff with their qualifications and work status (full-time or part-time), and the qualifications of experienced trainers. Resumes and reference letters should be included.

2.0 Professional Development for K-3 Teachers

Proposal must include a detailed plan describing how the existing training will build both the teacher's content knowledge and pedagogical knowledge of the essential elements of literacy. Training must direct educators to implement effective literacy instruction supported by scientifically-based research. The system must foster a direct explicit instructional sequence that provides scaffolding and follows the gradual release of responsibility model. The explicit instruction should provide for new learning, followed by guided practice and independent practice. The training system must be a hybrid model of online and face-to-face modules to include no more than 4 days of face-to-face training and at least 40 hours of online training. A correlation should be provided which shows where these components for the teacher training are addressed in the materials.

3.0 Alignment to Standards

The training system must be aligned to the newly revised *Mississippi College- and Career-Readiness Standards for English Language Arts* for Grades K-3 and evidence of alignment must be provided. The *Mississippi College- and Career-Readiness Standards for English Language Arts* for Grades K-3 can be found at <http://www.mde.k12.ms.us/ESE/links/college-and-career-readiness-standards>.

Documentation must be provided to show how materials are aligned to Learning Forward's *Standards for Professional Learning: Learning Designs, Leadership, Resources, Implementation, and Outcomes*, which can be found at www.learningforward.org.

4.0 Essential elements of literacy

The content of the training materials must be comprehensive and address the following elements in a cohesive and sequential manner: phonological and phonemic awareness; letter knowledge; phonics and decoding; fluency; comprehension; vocabulary and oral language; and spelling and writing. The essential elements must not be addressed in an isolated manner but should be integrated throughout the training. The systematic sequential delivery of the training materials must be evident. A correlation should be provided which shows where the essential elements of literacy are addressed in the materials.

5.0 Follow-up training

The training system must include a follow-up component that can be delivered in an online format as teachers work together as a professional learning community. The successful Offeror will provide the content and deliverer(s) of the content, if applicable, for the follow-up training. The follow-up training must build upon the content previously established in the initial training and should include at least 15 hours of content with an assessment of participant knowledge and/or check for understanding. A correlation should be provided which shows where the follow-up components are addressed in the materials.

E. TIME FRAME

The anticipated initial contract period will be from July 1, 2016 through June 30, 2017 with 4 one-year renewals for a total of no more than 60 months.

Renewal of contract for subsequent years will be determined annually and shall be contingent upon successful completion of the services in the preceding year's contract and a performance-based evaluation, which shall include, at a minimum, an annual report demonstrating success as measured by the framework included in the Vendor Profile.

A contract will be awarded to the vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the RFP.

F. TYPE OF CONTRACT

It is anticipated that this contract will be a fixed price contract with payment made upon completion of tasks identified within the proposal.

G. CONTRACTOR REQUIREMENTS

The contractor will be responsible for all tasks required to complete the project as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

- Providing one person who will be responsible for all activities required to fulfill said contract and who will be vested with the authority to make decisions and commitments on behalf of the contracted party during the contractual period.
- Meeting with MDE staff in person and/or via teleconference throughout the contractual period.
- Providing a cadre of experienced trainers to deliver the professional development.
- Modifying professional development to meet the needs of Mississippi educators.

H. MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE are as stated below:

- Provide a contact person to work with the contractor to ensure quality control,
- Review and approve timeframes and work plans, and
- Provide available information to assist the contractor.

I. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor will provide one person who will be responsible for all activities required to fulfill said contract. This individual will be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the RFP.

The MDE will also designate one representative who will act as the primary contact for this office. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP.

J. TERMINATION IN EVENT OF EMPLOYMENT

Contract will be terminated immediately if Contractor becomes an employee of MDE and is only subject to payment of services prior to effective date of employment at MDE.

K. MEMORANDUM OF UNDERSTANDING

The execution of a Memorandum of Understanding (MOU) will be required prior to the release of any student level data by the Mississippi Department of Education. Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

L. ETHICS

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on a MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for MDE.

M. AVAILABLE BUDGET

Because of the scope of this project we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. In an effort to assure a fair and equitable evaluation and award we will advise potential contractors of the funds available. It is anticipated that this will allow the proposers to explain exactly what the State will receive for this amount of funds and will allow evaluators to determine the best proposal based upon the qualifications and the description of what the State will receive in exchange for this amount. At this time, we anticipate approximately \$1,500,000 will be used for literacy training during school year 2016-2017

N. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL

The proposal shall be prepared in 12-point Arial font with double-spaced text. Charts and graphs may be single spaced. 1" side, top, and bottom margins must be used. Proposal must include a footer at the bottom of each page with page number. Each required component of the proposal must be labeled. Required forms that are to be included in the body of the proposal are not subject to page limitations. Page limitations apply to the Vendor Profile, Production Proposal, and Budget Narrative and must be one-sided. Each proposal must be in a separate three-ring binder with no staples, clips, or rubber bands with each required component of the proposal labeled.

The proposal will consist of seven parts: Part I – Proposal Transmittal Form; Part II – Vendor Profile; Part III – Production Proposal; Part IV – Budget; Part V – Standard Terms and Conditions; Part VI – Prospective Contractor's Representation Regarding Contingent Fees Form; and Part VII – Proprietary Information Form.

- **Part I** is the Proposal Transmittal Form (Attachment A), which shall serve as the cover page of the offeror's proposal. The offeror shall complete and sign the form and attach to the proposal in response to the RFP.
- **Part II** is the Vendor Profile, which shall provide satisfactory evidence of the vendor's capability to manage and coordinate the training system and to provide the services described in this RFP in a timely manner. Special attention should be given to the qualifications listed in the Qualifications Section S and Section D item 1.0 of this RFP. A discussion shall include a description of the vendor's background and relevant experience as related to the described activities of the training system. A description and details of the relevant experience shall be included as well as evidence of successful implementation outcomes of the existing professional development system. A description of large scale implementation, school-wide implementation, district-wide implementation, and/or state-wide implementation should be included. Offerors must provide evidence of successful outcomes of the existing professional development training system, as well as the framework by which the Offeror will evaluate the success of this work in Mississippi. Samples of previous work may be included as well as letters

of recommendation from current customers. The Vendor Profile must not exceed 40 one-sided pages.

- **Part III** is the Production Proposal that shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of this RFP and should specifically address Section D items 2.0-5.0. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential in accordance with section 25-61-9 and 79-23-1 of the Mississippi Code. The Production Proposal must not exceed 125 one-sided pages.
- **Part IV** is the Budget Summary Form (Attachment B) and Budget Narrative that shall include the cost proposal and must encompass all requirements of this RFP. In order to be considered, vendors must submit a proposal that includes the Budget Summary Form (Attachment B) and a Budget Narrative/cost proposal that addresses all costs for services, expenses, and products specified in the RFP. The budget narrative is a maximum cost. The MDE will not pay any costs above this amount. A detailed budget narrative shall be included. Indirect costs will not be allowed. The budget narrative should include all costs associated with the project. A unit price shall be given for each service and such unit price shall be the same throughout the proposal. **Offeror must provide ONE flat rate. Proposals that include more than one per-participant pricing option will be considered non-responsive and disqualified.** Any indirect costs or Offeror's cost of doing business should be included in the categories listed within the Budget Summary Form. Indirect costs should not be indicated as a separate line item on the form. The Budget Summary Form shall be completed and shall accompany the proposal. The Budget Narrative must not exceed 10 one-sided pages.
- **Part V** is the Standard Terms and Conditions section where the Vendor shall indicate agreement with the terms and conditions as set forth on page number 14 of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.
- **Part VI** is the Prospective Contractor's Representation Regarding Contingent Fees Form Attachment C which shall be completed and attached to the proposal in response to the RFP.
- **Part VII** is the Proprietary Information Form Attachment D which shall be completed and attached to the proposal in response to the RFP.

Only the Attachments indicated in this RFP can be included in the proposal. Any other information included as an attachment will not be considered in the proposal evaluation.

An Intent to Submit Proposal Form (Attachment E) is provided for offerors to complete and submit by March 28, 2016. Failure to submit the form will not prevent applicants from submitting proposals in response to the Request for Proposals. The notice aids the MDE in planning.

O. ACCEPTANCE OF PROPOSALS

The Mississippi Department of Education reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the Department. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

P. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Personal Service Contract Review Board regulations. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is unreasonable.
9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.
10. The offeror did not complete and/or sign the required attachments and include as part of proposal submission.

EXCEPTIONS:

The MDE reserves the right to reject any and all proposals, to negotiate with the best proposed offeror to address issues other than those described in the proposal, to award

a contract to other than the low offeror, or not to make any award if it is determined to be in the best interest of the MDE.

Q. DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Mississippi Department of Education and will not be returned to offeror.

R. CONDITIONS OF SOLICITATION

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the MDE to execute a contract with any other party.

The offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.
2. The MDE will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
3. The award of a contract for any proposal is contingent upon the following:
 - Favorable evaluation of the proposal,
 - Approval of the proposal by the Office of Elementary Education and Reading, Mississippi Department of Education,
 - Successful negotiation of any changes to the proposal as required by MDE,
 - State Board of Education approval, if required,
 - Personal Service Contract Review Board approval, if required.
4. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
5. MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Personal Service Contract Review Board.
6. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.

7. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of bids.
8. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices.

S. QUALIFICATIONS

The offeror shall provide the following minimum information:

- The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposal;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
- A plan giving as much detail as is practical explaining how the services will be performed.

T. CRITERIA FOR EVALUATION OF PROPOSALS

The MDE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDE.

Proposals submitted by the specified time and containing the seven parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MDE. The specific criteria that will be used in evaluating the merits of the proposals are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

1. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services (10 points – corresponds to Scope of Work and Responsibilities, Section 1.0 and Part II Vendor Profile).

2. Personnel, equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting (10 points – corresponds to Scope of Work and Responsibilities, Section 1.0 and Part II Vendor Profile).
3. Record of past performance of similar work (5 points – corresponds to Scope of Work and Responsibilities, Section 1.0 and Part II Vendor Profile).
4. Plan for performing the required services (50 points – corresponds to Scope of Work and Responsibilities, Sections 2.0, 3.0, 4.0, and 5.0 and Part III Production Proposal).
5. Price (25 points – corresponds to Format and Procedure for Delivery of Proposal, Part IV - Budget Summary Form and Budget Narrative). A formula will be applied to determine the points awarded to each offeror. Points will be given based on the offeror's costs in relation to the low bid.

Awards shall be made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team will be forwarded to the State Board of Education (if applicable), and the Personal Service Contract Review Board (if applicable) for approval.

U. POST-AWARD VENDOR DEBRIEFING

Vendors will be given the opportunity to request a debriefing. Upon notification of intent to award or notification of unsuccessful bidder, vendor will have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission. At a minimum, the debriefing should occur within five (5) business days after receipt of the vendor request. The debriefing shall include the following:

- (1) Evaluation of significant weaknesses or deficiencies in the proposal;
- (2) Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) Summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

V. STANDARD TERMS AND CONDITIONS

Certain terms and conditions are required for contracting. Therefore, the offeror shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

3. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

4. AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. COMPLIANCE WITH LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

6. INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

7. COPYRIGHTS

Contractor agrees that MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to MDE a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

8. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such

subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

9. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party's prior written consent.

10. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this agreement necessary.

11. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 E Capitol Street, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

12. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

13. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

14. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. STOP WORK ORDER

(1) *Order to stop work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and

- (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) *Termination of Stopped Work:* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *Adjustment of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

16. TERMINATION FOR DEFAULT

- (1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head

or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

17. TERMINATION FOR CONVENIENCE

- (1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of

the termination of subcontractors and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

18. PRICE ADJUSTMENT

- (1) *Price Adjustment Methods.* Any adjustment in contract price, pursuant to a clause in this contract shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - (d) by the price escalation clause.
- (2) *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

20. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

21. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

22. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

23. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the Personal Service Contract Review Board does not approve this contract.

24. PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

25. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDE shall result in the immediate termination of this agreement.

26. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the members of the Mississippi Board of Education, the MDE, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

27. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- (5) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

28. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

29. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

30. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Tentative Timeline

Mississippi K-3 Literacy Professional Development Training System

March 16, 2016	Release RFP
March 16 and March 23, 2016	Advertisement dates in The Clarion Ledger
March 16, 2016	Post to MDE website
March 28, 2016	Deadline for RFP questions and Intent to Submit Proposal Form
March 31, 2016	Deadline for program office response to questions and posting to website
April 7, 2016	Proposals due by 3:30 p.m. Central Time (CT) to Procurement
April 11-15, 2016	Evaluation of Proposals
May 19, 2016	Contract to Mississippi Board of Education
June 21, 2016	Contract to Personal Service Contract Review Board (PSCRB)
July 1, 2016	Contract Start Date
July 1, 2016 – June 30, 2017	Term of Initial Contract

ATTACHMENT A

PROPOSAL TRANSMITTAL FORM
Mississippi K-3 Literacy Professional Development Training System

Name of Offeror: _____

Contact Person: _____

Title: _____

Location of Offeror's Principal Place of Business:

Location of Place of Performance (if different from above):

Email Address: _____

Phone Number: _____ **Fax Number:** _____

Mailing Address: _____

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature

Date

Proposal Due Date: April 7, 2016, 3:30 p.m., Central Time (CT)
Mississippi Department of Education: Office of Procurement
ATTENTION: Lorraine Wince
Mississippi K-3 Literacy Professional Development Training System
See pages 4-5 for delivery addresses.

ATTACHMENT B

BUDGET SUMMARY FORM Mississippi Department of Education Mississippi K-3 Literacy Professional Development Training System

Category	Column A Number of Training Hours/Days per Participant	Column B Per Participant Cost for Materials	Column C Per Participant Cost for Trainer	Column D Total Training Cost Per Participant
Initial Training				Total Cost
				Column B + Column C
Follow-up Training				Total Cost
				Column B + Column C

TOTAL PER-PARTICIPANT COST (combined initial and follow-up): _____

Indirect costs are not allowed. This form is a required component of the proposal. The amount of training will be contingent upon need/demand and legislation appropriation.

Refer to the introduction on pages 2 and 3 for details on the various components that must be included in the per participant cost.

ATTACHMENT C

CONTINGENT FEES FORM

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has () or has not () retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

ATTACHMENT D

PROPRIETARY INFORMATION

The enclosed proposal does () or does not () contain trade secrets or other proprietary data which the offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the offeror wishes to designate as proprietary, please list page numbers below.

Offeror Signature

Date

Title of Request for Proposal

*Please check appropriate response

ATTACHMENT E

INTENT TO SUBMIT PROPOSAL FORM
Mississippi Department of Education
Mississippi K-3 Literacy Professional Development Training System

The non-binding Intent to Submit Proposal Form may be submitted and received by March 28, 2016. Failure to submit this form will NOT prevent applicants from submitting proposals. The notice aids the MDE in the planning process.

This form may be sent to:

Mississippi Department of Education
Office of Elementary Education and Reading
professionaldevelopment@mdek12.org

Contractor: _____

Contact Person: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

It is the contractor's intent to submit a proposal that meets the criteria set forth in this RFP.

Signature of Contact Person

Date

**K-3 Literacy Professional Development System
Proposal Review Rubric**

Offeror: _____

Review Date: _____

Reviewer: _____

Reviewer Score: _____

PART I - PROPOSAL TRANSMITTAL FORM (NOT RATED)

PART II

TOTAL 25 points

PART II-A – ABILITY TO PERFORM SERVICES

10 points possible

The age of the offeror's business and average number of employees over a previous period of time.

Reviewer Comments: _____ of 10 points

PART II-B – PERSONNEL, EQUIPMENT, & FACILITIES

10 points possible

Offerors shall provide a list of key staff with their qualifications and work status (full-time or part-time), and the qualifications of experienced trainers. Resumes should be included.

Reviewer Comments: _____ of 10 points

**K-3 Literacy Professional Development System
Proposal Review Rubric**

PART II-C - RECORD OF PAST PERFORMANCE OF SIMILAR WORK	5 points possible
<p>Offerors must include the following: Corporate capabilities of the contractor, its overall capacity and resources required to perform the scope of work, and evidence of successful experience with large-scale implementations to include any state-wide, district-wide, or school-wide implementations. Offerors must provide evidence of successful outcomes of the existing professional development training system, as well as the framework by which the Offeror will evaluate the success of this work in Mississippi. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal should be included. Letters of recommendation from current customers may be included.</p>	
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;">Reviewer Comments:</div><div style="width: 35%; text-align: right;">_____ of 5 points</div></div> <div style="border: 1px solid black; height: 400px; margin-top: 10px;"></div>	

K-3 Literacy Professional Development System Proposal Review Rubric

PART III – PRODUCTION PROPOSAL PLAN OF WORK

TOTAL 50 points

Professional Development for K-3 Teachers

Proposal must include a detailed plan describing how the existing training will build both the teacher's content knowledge and pedagogical knowledge of the essential elements of literacy. Training must direct educators to implement effective literacy instruction supported by scientifically-based research. The system must foster a direct explicit instructional sequence that provides scaffolding and follows the gradual release of responsibility model. The explicit instruction should provide for new learning, followed by guided practice and independent practice. The training system must be a hybrid model of online and face-to-face modules to include no more than 4 days of face-to-face training and at least 40 hours of online training. A correlation should be provided which shows where these components for the teacher training are addressed in the materials.

Alignment to Standards

The training system must be aligned to the *Mississippi College- and Career-Readiness Standards for English Language Arts* for Grades K-3 and evidence of alignment must be provided. The *Mississippi College- and Career-Readiness Standards for English Language Arts* for Grades K-3 can be found at <http://www.mde.k12.ms.us/ESE/links/college-and-career-readiness-standards>.

Documentation must be provided to show how materials are aligned to Learning Forward's *Standards for Professional Learning: Learning Designs, Leadership, Resources, Implementation, and Outcomes*, which can be found at www.learningforward.org.

Essential elements of literacy

The content of the training materials must be comprehensive and address the following elements in a cohesive and sequential manner: phonological and phonemic awareness; letter knowledge; phonics and decoding; fluency; comprehension; vocabulary and oral language; and spelling and writing. The essential elements must not be addressed in an isolated manner but should be integrated throughout the training. The systematic sequential delivery of the training materials must be evident. A correlation should be provided which shows where the essential elements of literacy are addressed in the materials.

Follow-up training

The training system must include a follow-up component that can be delivered in an online format as teachers work together as a professional learning community. The successful Offeror will provide the content and deliverer(s) of the content, if applicable, for the follow-up training. The follow-up training must build upon the content previously established in the initial training and should include at least 15 hours of content with an assessment of participant knowledge and/or check for

**K-3 Literacy Professional Development System
Proposal Review Rubric**

understanding. A correlation should be provided which shows where the follow-up components are addressed in the materials.

Comments: _____ of 50 points

K-3 Literacy Professional Development System Proposal Review Rubric

PART IV – PRICE

TOTAL 25 points

NOTE: This is not rated by reviewers. A formula will be applied to determine points awarded to each offeror.

_____ of 25 points

PART V – STANDARD TERMS AND CONDITIONS (NOT RATED)

PART VI – CONTINGENT FEES FORM (NOT RATED)

PART VII – PROPRIETARY INFORMATION FORM (NOT RATED)

Total Points Part II and III _____

Total Points Part IV _____

Total Points Parts II, III, and IV _____

Reviewer Signature: _____